

**TERMS AND CONDITIONS - DISTRIBUTION SERVICE**

**I. GENERAL**

**1. Provisions**

The following terms and conditions shall be a part of each Rate Schedule of Cambridge Electric Light Company now or hereafter in effect except as they may be expressly modified by contract or a particular Rate Schedule, or superseded by order or regulations of the Massachusetts Department of Telecommunications and Energy ("M.D.T.E."). If there is a conflict between the orders or regulations of the M.D.T.E. and these Terms and Conditions, the orders or regulations of the M.D.T.E. shall govern. The headings used in these Terms and Conditions are for convenience only and shall not be construed to be part of, or otherwise to affect, these Terms and Conditions.

**2. Definitions**

"Competitive Supplier" shall mean any entity licensed by the M.D.T.E. to sell electricity to retail Customers in Massachusetts, with the following exceptions: (1) a Distribution Company providing Standard Offer Service and Default Service to its distribution Customers, and (2) a municipal light department that is acting as a Distribution Company.

"Customer" shall mean any person, partnership, corporation, or any other entity, whether public or private, who obtains Distribution Service at a Customer Delivery Point and who is a Customer of record of the Company.

"Customer Delivery Point" shall mean the Company's meter or a point designated by the Company located on the Customer's premises.

"Default Service" shall mean the service provided by the Distribution Company to a Customer who is not receiving either Generation Service from a Competitive Supplier or Standard Offer Service, in accordance with the provisions set forth in the Company's Default Service tariff, on file with the M.D.T.E..

"Distribution Company" or "Company" shall mean Cambridge Electric Light Company.

"Distribution Service" shall mean the delivery of electricity to Customers by the Distribution Company.

"Generation Service" shall mean the sale of electricity, including ancillary services such as the provision of reserves, to a Customer by a Competitive Supplier.

"M.D.T.E." shall mean the Massachusetts Department of Telecommunications and Energy.

**TERMS AND CONDITIONS - DISTRIBUTION SERVICE**

**2. Definitions (continued)**

"Standard Offer Service" shall mean the service provided by the Distribution Company for a term of seven years after the Retail Access Date, unless otherwise determined by the M.D.T.E.. The rates for this service shall be set at levels that achieve the overall Customer rate reductions required by G.L. c. 164, § 1B. Availability for this service shall be in accordance with the provisions set forth in the Company's Standard Offer Service tariff, on file with the M.D.T.E..

"Terms and Conditions" shall mean these Terms and Conditions for Distribution Service.

**3. Other Provisions**

If for any reason a Customer not receiving Standard Offer Service does not have a registered Competitive Supplier, the Company will provide Default Service to the Customer.

**II. DISTRIBUTION SERVICE**

**1. Rates and Tariffs**

**1A. Schedule of Rates**

The Company furnishes its various services under tariffs and/or contracts ("Schedule of Rates") promulgated in accordance with the provisions of G.L. c. 164, and M.D.T.E. decisions, orders, and regulations. Such Schedule of Rates, which includes these Terms and Conditions, is available for public inspection during normal business hours at the business offices of the Company and at the offices of the M.D.T.E..

**1B. Amendments; Conflicts**

The Schedule of Rates may be revised, amended, supplemented or supplanted in whole or in part from time to time according to the procedures provided in G.L. c. 164, §§ 93, 94. When effective, all such revisions, amendments, supplements, or replacements will appropriately supersede the existing Schedule of Rates. If there is a conflict between the express terms of any Rate Schedule or contract approved by the M.D.T.E. and these Terms and Conditions, the express terms of the Rate Schedule or contract shall govern.

**1C. Modification by Company**

No agent or employee of the Company is authorized to modify any provision or rate contained in the Schedule of Rates or to bind the Company to perform in any manner contrary thereto. Any modification to the Schedule of Rates or any promise contrary thereto shall be in writing,

**TERMS AND CONDITIONS - DISTRIBUTION SERVICE**

duly executed by an authorized officer of the Company, subject in all

**1. Rates and Tariffs (continued)**

cases to applicable statutes and to the orders and regulations of the M.D.T.E., and available for public inspection during normal business hours at the business offices of the Company and at the offices of the M.D.T.E..

**1D. Selection of Correct Rate**

The Company shall provide notice regarding its applicable rate schedules annually to all Customers. The Company shall advise each new residential Customer of the least expensive rate available for Distribution Service based on information in the Company's records. Each new non-residential Customer shall be advised of the least expensive rate for Distribution Service based on available information in the Company's existing records or as a result of a field inspection by the Company when the Customer provides information that is inconsistent with the Company's records. Upon receipt of adequate information concerning rates, selection of the rate is the responsibility of the Customer. Each Customer is responsible for accurately describing their electrical needs and equipment and updating the Company as changes occur. Each Customer is entitled to change from one applicable Distribution Service rate schedule to another upon written application to the Company. Any Customer who has changed from one Distribution Service rate to another may not change again within one (1) year or any longer period as specified in the tariff under which the Customer is receiving distribution service. A change in rate that is requested by the Customer will not necessarily produce a retroactive billing adjustment.

**2. Obtaining Service from the Company**

**2A. Applying for Service**

Application for Distribution, Default, Standard Offer, or any other service offered by the Company will be received through any agent or any duly authorized representative of the Company.

**2B. Method of Application**

The Company may accept oral application by a prospective Customer for residential service, except as noted in Section II.2C, below. All applicants must be of legal age or an emancipated minor to contract for service with the Company. The Company reserves the right to verify the identity of the Customer and the accuracy of the information provided. Landlord Customers are required to provide a contact telephone number and non-post office box contact mail address as a condition for service. Application for non-residential service may,

**TERMS AND CONDITIONS - DISTRIBUTION SERVICE**

at the Company's option, be in writing on forms provided by the Company and payment of a deposit shall be made if applicable and in accordance with 220 C.M.R. § 26.00.

**2. Obtaining Service from the Company (continued)**

When a written application for non-residential service is required, such service shall not commence until the Company has received written application, except that service may temporarily be provided for an interim period not to exceed ten (10) working days pending the receipt of a duly executed written application for service. No agent or employee of the Company is authorized to modify orally any provisions of such written application or to bind the Company to any promise or representation contrary thereto except in writing by a duly authorized Company representative.

**2C. Written Application**

In the event that an oral application for service is received by the Company from an applicant not currently a Customer of Record for a location where service is scheduled to be disconnected for non-payment or is currently disconnected for non-payment, the Company may request that application be made in writing to any agent or duly authorized representative of the Company as a precondition for service. The Company reserves the right to refuse service, at any location, to an applicant who is indebted to the Company for any service furnished to such applicant. However, the Company shall commence service if the applicant has agreed to a reasonable payment plan.

**2D. Description of Service Offered**

Upon receipt of an application from a prospective Customer setting forth the location of the premises to be served, the extent of the service to be required, and any other pertinent information requested by the Company, the Company will provide the information required pursuant to Section II.1D and will also advise the Customer of the type and character of the service it will furnish, of the applicable schedule under which service will be provided, of the point at which service will be delivered and, if requested, of the location of the Company's metering and related equipment.

**2E. Term of Customer's Obligation to Company**

Each Customer shall be liable for service taken until such time as the Customer requests termination of Distribution Service and a final meter reading is recorded by the Company. The bill rendered by the Company based on such final meter reading shall be payable upon receipt. Such meter reading and final bill shall not be unduly delayed by the Company or the Customer may not be liable for payment of bills attributable to such undue delay. In the event that the Customer of Record hinders the Company's access to the meter or fails to give

**TERMS AND CONDITIONS - DISTRIBUTION SERVICE**

notice of termination of Distribution Service to the Company, the Customer of Record shall continue to be liable for service provided until the Company either disconnects the meter or a new party becomes a Customer of the Company at such service location. The Customer shall

**2. Obtaining Service from the Company (continued)**

be liable for all costs incurred by the Company when the Customer prevents access to the Company's equipment.

**2F. Continuation of Service at Rental Property**

On an annual basis, the Company shall notify each Customer that any owner of rental property within the Company's service territory may have service transferred automatically into the owner's name in the event that the Customer of record (tenant) moves out and a new Customer has not applied for Distribution Service. Otherwise, the automatic transfer of service will not occur unless a tenant moves out and the Company has a form signed by the owner or other written authorization on file. The signed form or other written authorization shall be effective without renewal until revoked by the owner. The Company may at its option terminate the service unless authorization from the owner has been received.

**2G. Seasonal Residential Service (M.D.T.E. Approval Required)**

Only the owner of the premises to be served may be the Customer of record unless the tenant provides a signed lease or other evidence demonstrating occupancy for at least a six-month period. Once accepted by the Company as Customer of record, the applicant shall assume all obligations set forth herein with respect to the service.

**3. Security Deposits**

**3A. Non-Residential Accounts**

Subject to law and the applicable regulations of the M.D.T.E., security deposits may only be required from new non-residential accounts; or from non-residential accounts for service of a similar character, at any location, under any name, if this service has been properly terminated during the last eighteen months due to non-payment; or if a non-residential account has failed to pay during the same eighteen-month period at least two bills, not reasonably in dispute, within forty-five days from the date of receipt of each such bill. The maximum amount of any security deposit required shall not exceed the equivalent of two months' average use, or the use for any one month, whichever is greater. If actual use information is not available, the Company, with the aid of the Customer, shall estimate an average twelve months' consumption upon which to base the amount of the security deposit in accordance with 220 C.M.R. § 26.03.

**TERMS AND CONDITIONS - DISTRIBUTION SERVICE**

**3. Security Deposits (continued)**

**3B. Termination of Service**

The Company may terminate any non-residential Customer's Distribution Service if a security deposit authorized by Section II.3A, above, is not made in accordance with the provisions outlined in 220 C.M.R. § 26.08.

**3C. Refund of Deposit; Interest**

The security deposit, plus any accrued interest not previously credited to the account, shall be refunded without request if the Customer has paid all bills for use for any twenty-four month period from the date of deposit and without leaving such bills unpaid for more than forty-five days of their receipt. Interest will accrue on all deposits paid by check, cash, or money order and held over six months at a rate equivalent to the rate paid on a two-year United States Treasury note for the preceding calendar year, or as otherwise determined by 220 C.M.R. § 26.09.

**4. Service Supplied**

**4A. Delivery Point and Metering Installation**

The Company shall furnish and install, at locations it designates, one or more meters for the purpose of measuring the electricity delivered. The Company may at any time change any meter it installed. Except as specifically provided by a given rate, all rates in the Schedule of Rates are predicated on service to a Customer at a single Customer Delivery Point and metering installation. Where service is supplied to an account at more than one delivery point or metering installation, each single point of delivery or metering installation shall be considered to be a separate account for purposes of applying the Schedule of Rates, except (1) if a Customer is served through multiple Customer Delivery Points or metering installations for the Company's own convenience, or (2) if otherwise approved by the M.D.T.E., or (3) if the Customer applies to the Company and the use is found to comply with the availability clauses in the Schedule of Rates.

Should a Customer or a Competitive Supplier request a new meter or request that a communication device be attached to the existing meter, the Company shall provide, install, test, and maintain the requested meter or communication device. The requested meter or

**TERMS AND CONDITIONS - DISTRIBUTION SERVICE**

communication device must meet the Company's requirements. The Customer or Competitive Supplier shall bear the cost of providing and installing the meter or communication device. Upon installation, the meter or communication device shall become the property of the Company and will be maintained by the Company. The Company shall complete installation of the meter or communication device, if reasonably possible, within

**4. Service Supplied (continued)**

thirty (30) days of receiving a written request from the Customer or Competitive Supplier. The Company shall bill the Customer or Competitive Supplier upon installation.

**4B. Conditions for Customer Payment**

The Company reserves the right to reject any application for Distribution Service if the amount or nature of the service applied for, or the distance of the premises to be served from existing suitable transmission or distribution facilities, or the difficulty of access thereto is such that the estimated income from the service applied for is insufficient to yield a reasonable return to the Company, unless such application is accompanied by a cash payment or a guarantee of a stipulated revenue for a definite period of time, or both, at the option of the Company, satisfactory to the Company in the exercise of reasonable judgment. The Company will provide a cost estimate for the requested service based on current policies for the line and service extension, as stated in Appendix B. A written cost estimate, sufficient to justify all expenses to be charged to the Customer, shall be provided to the Customer upon request.

**4C. Unusual Load Characteristics**

The Company may, in the exercise of reasonable judgment, refuse to supply service to loads having unusual characteristics that might adversely affect the quality of service supplied to other Customers, the public safety, or the safety of the Company's personnel. In lieu of such refusal, the Company may require a Customer to install any necessary operating and safety equipment in accordance with requirements and specifications of the Company provided such installation does not conflict with applicable electrical code, and Federal, State or Municipal law.

**TERMS AND CONDITIONS - DISTRIBUTION SERVICE**

**4D. Temporary Use**

Where Distribution Service under the Schedule of Rates is to be used for temporary purposes only, the Customer may be required to pay the cost of installation and removal of equipment required to render service in addition to payments for electricity. Payment of such costs of installation and removal of equipment shall be required in advance of any construction by the Company. If any such installation presents unusual difficulties as to metering the service supplied, the Company may estimate consumption for purposes of applying the Schedule of Rates. Unless otherwise approved by the Company in writing, temporary service shall be defined as installations intended for removal within a period not to exceed twelve months.

**4. Service Supplied (continued)**

**4E. Power Factor**

Except as may otherwise be provided in a specific rate, a Customer taking service is expected to maintain a power factor of not less than 80 percent. The Company may require any Customer not satisfying this power factor requirement to furnish, install, and maintain, at no cost to the Company, such corrective equipment as the Company may deem necessary under the circumstances. Alternatively, the Company may elect to install such corrective equipment at the Customer's expense.

**5. Billing and Metering**

**5A. Billing Period Defined**

The basis of all charges is the billing period, defined as the time period between two consecutive regular monthly meter readings or estimates of such monthly meter readings. The standard billing period is thirty (30) days. In the event that a period between bills is less than twenty-five (25) days or more than thirty-five (35) days, billing will be prorated by the Company to reflect a thirty (30)-day billing period. Bills will be rendered once each billing period unless otherwise approved by the M.D.T.E..



**TERMS AND CONDITIONS - DISTRIBUTION SERVICE**

**5B. Bills; Time of Payment**

Unless otherwise specified, bills of the Company are payable upon receipt and may be paid at any business office of the Company or at any authorized collector or agent. Bills shall be deemed paid when valid payment is received at any of these identified payment locations. Bills shall be deemed rendered and other notices duly given when delivered personally to the Customer or three days following the date of mailing to the mailing address, or to the premises supplied, or the last known address of the Customer. The address and telephone number of the M.D.T.E.'s Consumer Division shall appear on each residential bill rendered by the Company or the Competitive Supplier. Customer payment responsibilities with Competitive Suppliers shall be governed by the particular Customer/Competitive Supplier contract.

**5C. Past Due Bills**

Any bill rendered to a residential Customer on a monthly basis for which valid payment has not been received within either forty-five (45) days from the date rendered, or for a period of time greater than has elapsed between the rendering of such bill and the rendering of the most recent previous bill, whichever period is greater, shall be considered past due.

**5. Billing and Metering (continued)**

**5D. Interest on Past Due Non-Residential Accounts**

A Distribution Service, Standard Offer, or Default Service bill rendered to a non-residential Customer on a monthly basis for which valid payment has not been received within twenty-five (25) days from the date rendered shall be considered past due and bear interest on any unpaid balance, including any outstanding interest charges. Such interest rate shall be at a rate no higher than the rate paid on two-year United States Treasury notes for the preceding twelve (12) months ending December 31 of any year, plus ten (10) percent, i.e. 1000 basis points, or as otherwise determined by 220 C.M.R. § 26.10. Such interest charge shall be paid from the date thereof until the date of payment with the exception that any electric service bills rendered to the Federal Government, Commonwealth of Massachusetts, or any agency, city, town, county or political subdivision thereof shall not bear such interest charge until fifty-five (55) days shall have elapsed from the date of such bill.

**5E. Billing for Generation Service**

The Company shall provide a single bill, reflecting unbundled charges for electric service, to Customers who receive Standard Offer Service or Default Service.

**TERMS AND CONDITIONS - DISTRIBUTION SERVICE**

The Company shall offer two billing service options to Customers receiving Generation Service from Competitive Suppliers: (1) Standard Complete Billing Service; and (2) Standard Passthrough Billing Service, as set forth in the Terms and Conditions for Competitive Suppliers, § 8.

**5F. Generation Source**

The Company shall reasonably accommodate a change from Standard Offer Service, Default Service or Generation Service to a new Competitive Supplier in accordance with the Terms and Conditions for Competitive Suppliers, and shall accommodate a change to Standard Offer Service or Default Service from Generation Service; provided, however, that when a Customer changes from a Competitive Supplier to Default Service, the Customer is not permitted to return to the same Competitive Supplier for a period of six (6) months from the effective date of the change. Customers are permitted to switch from Default Service to a different Competitive Supplier who has not supplied the Customer with Generation Service in the same six (6) month period.

**5G. Actual Meter Readings; Estimates**

The Company shall make an actual meter reading at least every other billing period. At the request of a Customer's Competitive Supplier, the Company shall make an actual meter reading every billing period. If a meter is not scheduled to be read in a particular month, or if the Company is unable to read the meter when scheduled for any of the reasons set forth in 220 C.M.R. § 25.02, or if the meter for any reason fails to register the correct amount of electricity supplied or the correct demand of any Customer for a period of time, the

**5. Billing and Metering (continued)**

Company shall make a reasonable estimate of the consumption of electricity during those months when the meter is not read, based on available data, and such estimated bills shall be payable as rendered.

**5H. Optional Customer Meter Readings**

Any Customer who would otherwise receive an estimated bill pursuant to Section II.5B, above, may elect to receive a bill based on a Customer meter reading by reading his/her meter on the date prescribed by the Company and calling the appropriate telephone number provided by the Company to report the reading. However, only Company readings are considered actual readings in accordance with 220 C.M.R. § 25.02.

**5I. Access to Meters**

**TERMS AND CONDITIONS - DISTRIBUTION SERVICE**

A properly identified and authorized representative of the Company shall have the right to gain access at all reasonable times and intervals for the purpose of reading, installing, examining, testing, repairing, replacing, or removing the Company's meters, meter reading devices, wires, or other electrical equipment and appliances, or of discontinuing service, in accordance with the applicable General Laws, M.D.T.E. regulations, and Company policy in effect from time to time, and the Customer shall not prevent or hinder the Company's access.

**5J. Diversion and Meter Tampering**

If a Customer receives unmetered service as the result of any tampering with the meter or other Company equipment, the Company shall take appropriate corrective action including, but not limited to, making changes in the meter or other equipment and rebilling the Customer. The Customer may be held responsible to the Company for any use of electricity that occurs beyond the point of the meter installation.

**5K. Returned Check Fee**

The Company may assess a returned check fee pursuant to Section II.10, below, to any Customer whose check made payable to the Company is dishonored by any bank when presented for payment by the Company. Receipt of a check or payment instrument that is subsequently dishonored shall not be considered valid payment.

**5. Billing and Metering (continued)**

**5L. Collection of Taxes**

The Company shall collect all sales, excise, or other taxes imposed by governmental authorities with respect to the delivery of electricity or sale of electricity under Default or Standard Offer Service. The Customer shall be responsible for identifying and requesting any exemption from the collection of the tax by filing appropriate documentation with the Company.

**TERMS AND CONDITIONS - DISTRIBUTION SERVICE**

**6. Discontinuance of Service**

**6A. Grounds for Discontinuance**

The Company may discontinue Distribution Service and/or remove its equipment from any Customer's premises if the Customer has provided the Company with materially incorrect information or fails to comply with the provisions of the Schedule of Rates or any supplementary or other agreement entered into with the Company, subject to any applicable billing and termination procedures of the M.D.T.E.. The Company may also discontinue Distribution Service and remove its equipment from the Customer's premises in case of violation of any applicable General Laws, local ordinances or bylaws, or government regulations. The Company may assess an Account Restoration Charge pursuant to Section II.10, below, upon such discontinuance of service. Payment of any Account Restoration Charge may be required as a precondition to restoration of service.

**6B. Discontinuance for Unsafe Installation**

The Company reserves the right to disconnect its Distribution Service at any time without notice, or to refuse to connect its service, if to its knowledge or in its judgment the Customer's installation is unsafe or defective or will become unsafe imminently. Distribution Service may not be resumed until the local wiring inspector approves the installation. The Company shall make a reasonable effort to notify each Customer prior to such discontinuance of Distribution Service, and in any event shall provide written notice to the Customer of the reason for discontinuance of service and the actions required for resumption of service.

**6C. Customer Notice of Termination**

The Customer shall be responsible for all charges for service furnished by the Company under the applicable rates as filed from time to time with the M.D.T.E., from the time service is started until it is finally terminated. A Customer who gives at least three (3) business days notice of termination will not be held responsible for charges for service furnished after the

**6. Discontinuance of Service (continued)**

requested termination date unless, through fault or neglect of such Customer, the Company is unable to terminate the service, or the Customer is a landlord and the Company is required to comply with the billing and termination regulations of the M.D.T.E..

**TERMS AND CONDITIONS - DISTRIBUTION SERVICE**

**7. Customer's Installation**

**7A. Permits**

The Company shall make application within a reasonable time period for any necessary locations or street permits required by public authorities for the Company's lines, poles, and other apparatus. The Company shall make Distribution Service available within a reasonable time after such permits are granted. The applicant for Distribution Service shall obtain all other permits, inspections, reports, easements, and other necessary approvals and submit them in writing to the Company. The Company shall not be required to commence or continue service unless and until the Customer has complied with all valid requirements of any governmental authority and any Company requirement approved by the M.D.T.E. regarding the use of electricity on the premises (e.g., certificate, permit, license, or right-of-way). The subsequent termination of any valid regulatory or Company requirements for such Distribution Service shall terminate any contract then existing for such service without any liability on the Company for breach of such contract or failure to furnish Distribution Service.

**7B. Notice of Equipment Changes**

The Customer shall notify the Company in writing before making any significant change in the Customer's electrical equipment if the change could affect the capacity or other characteristics of the Company's facilities required to serve the Customer. The Customer shall be liable for any damage to the Company's facilities caused by any addition or change if made without prior notification to the Company. The Company shall provide annual information to its Customers on general types of additions or changes to the Customer's electrical equipment that could affect the capacity or other characteristics of the Company's facilities.

**7C. Separate Service**

The Company shall not be required to install a separate service or meter for a garage, barn, or other out-building if located such that the garage, barn, or other out-building may readily be supplied through a service and meter in the main premises.

**7. Customer's Installation (continued)**

**7D. Standards for Interconnection**

The Customer's installation shall conform to the requirements of the Company's Standards

**TERMS AND CONDITIONS - DISTRIBUTION SERVICE**

for Interconnection and/or such further requirements as the Company may promulgate from time to time, as appropriate and as approved by the M.D.T.E.. Copies of such requirements are available from the Company. Where the Customer has apparatus for the generation of electricity, the Company shall respond to the Customer's notice of intent to interconnect within 45 days of receipt of the notice; provided, however, that in no event shall the wiring be configured to allow interconnection with the Company's service unless the Customer has obtained the Company's prior written consent in each case.

**7E. Suitability of Equipment**

All of the Customer's apparatus shall be suitable for operation with the service supplied by the Company. The Customer shall not use the service supplied for any purpose, or with any apparatus, that would cause a disturbance to any part of the Company's system sufficient to impair the service rendered by the Company to its other Customers.

**7F. Distribution Service from Outside Service Territory**

In accordance with St. 1997, c. 164, § 193 (G.L. c. 164, § 1B(a)), a Customer may not receive Distribution Service from an entity other than the Company with the exclusive obligation to serve within the Customer's service territory without, in each case, obtaining the prior written consent of the Company, and complying with all applicable safety and siting requirements.

**8. Company's Installation**

**8A. Information and Requirements for Distribution Service**

Upon request the Company shall furnish to any person detailed information on the method and manner of making service connections. Such detailed information may include a copy of the Company's Information and Requirements Booklet, a description of the service available, connections necessary between the Company's facilities and the Customer's premises, location of entrance facilities and metering equipment, and Customer and Company responsibilities for installation of facilities.

**8. Company's Installation (continued)**

**TERMS AND CONDITIONS - DISTRIBUTION SERVICE**

**8B. Interference with Company Property**

All meters, services, and other electric equipment owned by the Company, regardless of location, shall be and will remain the property of the Company; and no one other than an employee or authorized agent of the Company shall be permitted to remove, operate, or maintain such property. The Customer shall not interfere with or alter the meter, seals or other property used in connection with the rendering of service or permit the same to be done by any person other than the authorized agents or employees of the Company. The Customer shall be responsible for all damage to or loss of such property unless occasioned by circumstances beyond the Customer's control. Such property shall be installed at points most convenient for the Company's access and service and in conformance with public regulations in force from time to time. The costs of relocating such property shall be borne by the Customer when done at the Customer's request, for the Customer's convenience, or if necessary to remedy any violation of law or regulation caused by the Customer.

**8C. Protection of Company's Equipment**

The Customer shall furnish and maintain, at no cost to the Company, the necessary space, housing, fencing, barriers, and foundations for the protection of the equipment to be installed upon the Customer's premises, whether such equipment is furnished by the Customer or the Company. If the Customer refuses, the Company may at its option charge the Customer for furnishing and maintaining the necessary protection of the equipment. Such space, housing, fencing, barriers and foundations shall be in conformity with applicable laws and regulations and subject to the Company's specifications and approval.

**8D. Meter Accuracy**

The Company shall maintain the accuracy of all metering equipment installed pursuant hereto by regular testing and calibration in accordance with recognized standards. A meter which does not vary more than 2 percent above or below the recognized comparative standard shall be considered accurate. After a thorough investigation by the Company, a Customer may ask the Company to test the accuracy of any of its metering equipment installed upon the Customer's premises. Any such test shall be conducted according to the standards as established in G.L. c. 164, § 120. Subsequent requests for testing the said meter shall be subject to individual review by the Company. The Company may, at its option, and with proper pre-notification to Customers assess a fee for any subsequent testing pursuant to G.L. c. 164, § 120. If the meter does not register accurately upon subsequent testing, the assessed fee will be returned to the Customer.

**8. Company's Installation (continued)**

**TERMS AND CONDITIONS - DISTRIBUTION SERVICE**

**8E. Unauthorized Use or Unsafe Conditions**

If the Company finds an unauthorized use of electricity, the Company may make such changes in its meters, appliances, or other equipment or take such other corrective action as may be appropriate to ensure only the authorized use of the equipment and the Company's installation, and also to ensure the safety of the general public. Upon finding an unauthorized use of electricity, the Company may terminate the service and assess reasonable estimated service charges as well as all costs incurred in correcting the condition. Nothing in this paragraph shall be deemed to constitute a waiver of any other rights of redress which may be available to the Company or the Customer, or to limit in any way any legal recourse which may be open to the Company including, without limitation, G.L. c. 164, § 127 and 127A.

**8F. Underground Surcharge**

In the event that a municipality within which the Company furnishes Distribution Service votes to adopt a bylaw or ordinance forbidding new installation of overhead transmission or distribution facilities or requiring removal of existing facilities, the Company may charge its Customers within such a municipality a differential in rates or a billing surcharge, as appropriate, in accordance with G.L. c. 166, §§ 22D, 22L, 22M and relevant Company policies approved by the M.D.T.E..

**9. Company Liability**

**9A. Curtailment or Interruption of Service**

Whenever the integrity of the Company's system or the supply of electricity is believed to be threatened by conditions on its system or upon the systems with which it is directly or indirectly interconnected, the Company may, in its sole judgement, curtail or interrupt electric service or reduce voltage and such action shall not be construed to constitute a default nor shall the Company be liable therefor in any respect. The Company will use efforts reasonable under the circumstances to overcome the cause of such curtailment, interruption or reduction and to resume full performance.

**9B. Force Majeure**

The Company shall be excused from performing under the Schedule of Rates and shall not be liable in damages or otherwise if and to the extent that it shall be unable to do so or prevented from doing so by statute or regulation or by action of any court or public authority having or purporting to have jurisdiction in the premises; or by loss, diminution or



**TERMS AND CONDITIONS - DISTRIBUTION SERVICE**

**9. Company Liability (continued)**

impairment of electrical supply from its generating plants or suppliers or the systems of others with which it is interconnected; or by a break or fault in its transmission or distribution system; failure or improper operation of transformers, switches or other equipment necessary for electric distribution; or by reason of storm, flood, fire, earthquake, explosion, civil disturbance, labor dispute, act of God or public enemy, failure of any supplier to perform, restraint by any court or regulatory agency, or any other intervening cause, whether or not similar thereto; the Company shall use efforts reasonable under the circumstances to overcome such cause and to resume full performance.

**9C. Limitation of Liability**

Unless there is negligence on the part of the Company, the Company shall not be liable for damage to the person or property of the Customer or any other persons resulting from the use of electricity or the presence of the Company's appliances and equipment on the Customer's premises. In any event, for non-residential Customers served under general service rates, the Company shall not be liable in contract, in tort (including negligence and M.G.L.c.93A), strict liability or otherwise for any special, indirect, or consequential damages whatsoever including, but not limited to, loss of profits or revenue, loss of use of equipment, cost of capital, cost of temporary equipment, overtime, business interruption, spoilage of goods, claims of Customers of the Customer or other economic harm.

**10. Schedule of Charges**

The Company reserves the right to impose reasonable fees and charges pursuant to the various provisions of these Terms and Conditions. Said fees and charges shall be set forth in Appendix A to these Terms and Conditions, as on file with the M.D.T.E..

**11. Line Extension Policy**

The Company's line extension policy is included in Appendix B.

**TERMS AND CONDITIONS - DISTRIBUTION SERVICE**

**Schedule of Fees and Charges  
(February 1, 2005)**

<b>Section II.5D</b>	<b>Late Payment Charge Interest Rate (Annual)</b>	<b>12.38%</b>
<b>Section II.5K</b>	<b>Returned Check Fee</b>	<b>\$ 8.00</b>
<b>Section II.6A</b>	<b>Account Restoration Charge</b>	<b>\$10.00</b>

**TERMS AND CONDITIONS - DISTRIBUTION SERVICE**

**Appendix B - Line Extension Policy  
Individual Residential**

**I. Applicability**

This Policy applies to single family residential Line Extensions. Upon Application for electric service under residential rate schedules by one or more Line Extension Customer, the Company will install, own, operate, and maintain a Line Extension in accordance with the several provisions of this Policy.

The Company may require the furnishing of reasonable security and assurances that the premises will be serviced on a permanent basis prior to construction of any Line Extension, and nothing contained herein shall be construed to mean that the Company will extend its lines subject to the following provisions under any and all conditions.

This Policy does not apply to temporary services as defined in Section 208 of the Company's Information and Requirements for Electric Service booklet or where otherwise defined within the Terms and Conditions.

**II. Definitions**

When used within this Policy, the following terms shall have the meaning stated herein:

"Application" shall mean a writing in form and substance acceptable to the Company wherein the Company is requested to extend its facilities in accordance with the several provisions of this Policy.

"Line Extension" shall mean an extension of the Company's single-phase overhead or underground electric distribution facilities within its franchise territory.

"Line Extension Customer" or "Customer" shall mean the owner or owners of the premises to be served by a Line Extension which is the subject of this Policy.

"Overhead Line Extension" shall mean an overhead extension of at least one wooden pole and a section of wire from the Company's existing overhead electric distribution system.

"Public Ways" shall mean streets, roads, and ways that are defined by metes and bounds, are recorded as such in the Registry of Deeds, and are available for use by the general public. Such ways may be owned by the state or a municipality, or they may be privately owned by a Customer or group of Customers. Similarly defined and recorded rights-of-ways located on or across Private Property may also be acceptable for the purpose of the Company to install, own, and maintain a Line Extension.

**TERMS AND CONDITIONS - DISTRIBUTION SERVICE**

**Definitions (continued)**

“Private Property” is normally referred to as the “Customer’s Property.” Traveled ways, access roads, and roads that are not defined with metes and bounds, and are not recorded as such, are considered Private Property.

“Primary Supply Facilities” shall refer to all facilities installed on private property, whether owned by the Company or the Customer, designed to allow the Customer to receive service at the Company’s nominal primary distribution voltage available from the Company at the Customer’s location.

“Single-Phase Line Extension Agreement” shall mean an agreement in form and substance which outlines the Customer’s and Company’s rights and responsibilities with respect to the Line Extensions covered by this Policy.

“Standards for Overhead Construction” shall refer to the Company’s construction standards, as amended from time to time, to reflect the Company’s requirements for construction of overhead facilities.

“Standards for Underground Construction” shall refer to the Company’s construction standards, as amended from time to time, to reflect the Company’s requirements for construction of underground residential facilities.

“Two-Pole Policy” shall refer to the Company’s policy of providing up to two wooden poles and three sections of wire at no charge to serve a residential Customer where an existing Company-owned pole line exists.

“Underground Line Extensions” shall mean an underground extension along a Public Way from the Company’s existing electric distribution system.

**III. Construction of Facilities**

**A. Line Extensions on Public Ways**

**1. Overhead Line Extensions**

- a. Design - The Company shall design such Overhead Line Extensions on Public Ways.

**TERMS AND CONDITIONS - DISTRIBUTION SERVICE**

**III. Construction of Facilities (continued)**

- b. Installation - The Company shall install such Overhead Line Extensions as defined under the terms of the Two-Pole Policy on all state and municipally owned Public Ways. Installation of additional facilities that may be required will be at the Customer's expense. In privately owned Public Ways, the Line Extension Customer may install the Overhead Line Extension only as designed by the Company and constructed in accordance with the Company's Standards for Overhead Construction.**
- c. Ownership - The Company shall own such Overhead Line Extensions on all state and municipally owned Public Ways. In privately owned Public Ways, where the Line Extension Customer has installed the Overhead Line Extensions as designed by the Company and has constructed such line in accordance with the Company's Standards for Overhead Construction, ownership of such line shall be transferred to the Company prior to being energized.**
- d. Maintenance - The Company shall maintain such Overhead Line Extension on all state and municipally owned Public ways.**

**The Company will maintain an Overhead Line Extension installed by the Line Extension Customer on privately owned Public Ways only where the Line Extension Customer has transferred ownership of the facilities to the Company in accordance with Section c above.**

- e. Tree Trimming, Removal, and Blasting - All tree trimming, removal of existing facilities, and blasting, where required, in or along state and municipally owned Public Ways shall be performed by the Company, and will be considered a component of the cost of the Overhead Line Extension.**

**All tree trimming, removal of existing facilities, and blasting, where required, in or along privately owned Public Ways shall be the responsibility of the Customer, except that tree trimming, removal of existing facilities, and blasting may be performed by the Company at the Line Extension Customer's expense where the Overhead Line Extension in a privately owned Public Way is installed by the Company.**

**2. Underground Line Extensions**

- a. Design - The Company shall design such Underground Line Extensions in Public Ways.**
- b. Installation - The Company shall install such Underground Line Extensions in all state and**

**TERMS AND CONDITIONS - DISTRIBUTION SERVICE**

municipally owned Public Ways.

**2. Underground Line Extensions (continued)**

**b. Installation (continued)**

In privately owned Public Ways, the Line Extension Customer may install the Underground Line Extensions only as designed by the Company and constructed in accordance with the Company's Standards for Underground Construction.

**c. Ownership - The Company shall own such Underground Line Extensions in all state and municipally owned Public ways.**

In privately owned Public Ways, where the Line Extension Customer has installed the Underground Line Extensions as designed by the Company and has constructed such line in accordance with the Company's Standards for Underground Construction, ownership of such line shall be transferred to the Company prior to being energized.

**d. Maintenance - The Company shall maintain such Underground Line Extensions on all state and municipally owned Public Ways.**

The Company will maintain an Underground Line Extension installed by the Line Extension Customer on privately owned Public Ways installed by the Line Extension Customer only where the Line Extension Customer has transferred ownership of the facilities to the Company in accordance with Section c above.

**e. Tree Trimming, Removal, and Blasting - All tree trimming, removal of existing facilities, and blasting, where required, in or along state and municipally owned Public Ways shall be performed by the Company, and will be considered a component of the cost of the Underground Line Extension.**

All tree trimming, removal of existing facilities, and blasting, where required, in or along privately owned Public Ways shall be the responsibility of the Customer, except that tree trimming, removal of existing facilities, and blasting may be performed by the Company at the Customer's expense where the Underground Line Extension along a privately owned Public Way is installed by the Company.

**B. Line Extensions on Private Property**

**1. Overhead Line Extensions**

**TERMS AND CONDITIONS - DISTRIBUTION SERVICE**

Where a Company-owned overhead pole line exists on a Public Way or on Private Property the following shall apply:

**B. Line Extensions on Private Property (continued)**

- a. **Design** - The Company shall design all Overhead Line Extensions on Private Property.
- b. **Installation** - The Company shall install such Overhead Line Extensions on Private Property at no charge as defined under the terms of the Two-Pole Policy. Installation of additional facilities that may be required will be at the Customer's expense.

Where additional facilities are required, the Customer may install the remaining facilities only in accordance with the Company's Standards for Overhead Construction. The Company has the right to extend from its facilities on Private Property to provide electric service to additional Customers.

- c. **Ownership** - All Line Extensions on the Customer's Property shall be the personal property of the Company whether or not built with the aid of funds contributed by the Customer.

On Private Property, where the Customer has installed additional facilities in accordance with the Company's Standards for Overhead Construction, ownership of such facilities shall be transferred to the Company prior to being energized.

- d. **Maintenance** - Where the Company has installed an Overhead Line Extension on Private Property, the Company shall maintain such Overhead Line Extension.

The Company will maintain an Overhead Line Extension on Private Property installed by the Line Extension Customer only where where the Line Extension Customer has transferred ownership of the facilities to the Company in accordance with Section c above.

- e. **Tree Trimming, Removal, and Blasting** - All tree trimming, removal of existing facilities, and blasting, where required, on the Customer's Property shall be the responsibility of the Customer. The Company will perform incidental tree trimming in order to maintain service to the Customer, once the Service pole line has been installed on the Customer's Property.

**2. Private Property Underground Line Extensions**

- a. **Design** - On Private Property, the Customer shall design such underground Services; provided, however, where the Customer receives service at primary voltage, the distribution system shall be designed by the Company.

**TERMS AND CONDITIONS - DISTRIBUTION SERVICE**

- b. **Installation - On Private Property, the Customer shall install such underground services; provided, however, where the Customer receives service at primary voltage, the installations shall be built to conform to the Company's construction standards.**
- 2. **Private Property Underground Line Extensions (continued)**
- c. **Ownership- The Customer shall own all Private Property Underground Line Extensions located on Private Property, except that the Company shall own transformers and metering.**
- d. **Maintenance - The Customer shall maintain all equipment on Private Property at the Customer's expense, except that the Company shall maintain transformers and metering.**
- e. **Tree Trimming, Removal, and Blasting - All tree trimming, removal of existing facilities, and blasting, where required, on the Customer's Property shall be the responsibility of the Customer.**

**IV. Customer Responsibilities**

**At the time the Application for Service is made that requires an Overhead Line Extension, the Customer shall:**

- A. **Easements - Furnish to the Company, without expense to it, satisfactory permanent easement rights of way for the installation, operation and maintenance of the Line Extension as the Company may deem necessary.**
- B. **Plans - Provide the Company with a complete set of plans clearly showing all recorded rights of ways, defined by metes and bounds and recorded as such in the Registry of Deeds, as the Company may deem necessary.**
- C. **Other Documents - Enter into a Single-Phase Line Extension Agreement in accordance with this Policy.**
- D. **Code Compliance - Construct such installations to meet or exceed all applicable state and municipal codes, and ensure that the Line Extension has received all required approvals prior to the line being energized by the Company.**
- E. **Information and Requirements for Electric Service Booklet - In addition to the provisions set forth within this Policy, service to the Customer is subject to the Company's printed Information and Requirements for Electric Service.**
- F. **Environmental Issues - The Customer shall be responsible for obtaining any required**



**TERMS AND CONDITIONS - DISTRIBUTION SERVICE**

environmental permits prior to the start of construction.

**V. Payment Required**

- A. **Revenue** - For the purposes of this Policy, the term "Revenue" shall mean revenue received by the Company from the Line Extension Customer taking permanent service directly from the Line Extension pursuant to the terms of the Company's generally available rate schedules for retail delivery service, excluding revenue attributable to the Company's Transition Charges, Transmission Charges, Supplier Services Charges, Demand-Side Management Charge, and Renewables Charge, as well as revenues received under the Outdoor Lighting rate schedules, each as may be in effect from time to time.
- B. **Estimated Cost of Construction** - The Cost of Construction shall mean the Company's estimated cost of the Line Extension, determined by application of the Company's current cost schedule of new construction installation costs. Constructed facilities jointly owned with other utilities will be adjusted accordingly.
- C. **Charge Formula** - Where the Company is required to construct an Overhead or Underground Line Extension with a Cost of Construction that exceeds the cost to construct two wooden poles and three sections of wire, the charge formula used to determine the Customer's Contribution shall be the following:

**Option 1 (Irrevocable Letter of Credit)** - The Line Extension Customer will provide to the Company a thirty-six (36) month Irrevocable Letter of Credit acceptable in form and substance to the Company and in an amount equal to the Cost of Construction plus any Tax Liability Charge, which will be retained by the Company for payment of the Contribution. Thirty (30) months after the effective date of the Irrevocable Letter of Credit, the Company will calculate the base Revenue for the past twelve (12) months. Two times the annual Revenue will be deducted from the original Cost of Construction and will constitute the Adjusted Cost of Construction. The Tax Liability Charge will be recalculated on the Adjusted Cost of Construction. The total of the Adjusted Cost of Construction plus the Tax Liability Charge will be presented to the bank for payment prior to the expiration date of the Irrevocable Letter of Credit.

When two or more premises are to be served by a single Line Extension, the several Line Extension Customers may divide the Cost of Construction between or among themselves, subject to Company approval. They may also provide multiple Irrevocable Letters of Credit and share the Contribution using the same ratio.

**TERMS AND CONDITIONS - DISTRIBUTION SERVICE**

The Company may provide service to additional Customers from an existing Line Extension, or from an addition to an existing Line Extension, in the same manner as though they were parties to the original Application; provided, however, that the obligations hereunder of the then existing Line Extension Customers shall not be increased thereby. The Company shall

**Option 1 (Irrevocable Letter of Credit) (continued)**

re-compute the Cost of Construction for such Line Extension, including the cost of service connections to such additional Customers, to determine the Contribution applicable to each Line Extension Customer.

**Option 2 (Non-Refundable Contribution)** - The Line Extension Customer will pay to the Company a non-refundable Contribution equal to the sum of: (1) the Company's Cost of Construction less the greater of: (a) two times the estimated annual Revenue; or (b) the average cost of two poles and three spans of wire in the Line Extension; and (2) the Tax Liability Charge on the balance of item (1).

**D. Refund**

**Option 1 (Irrevocable Letter of Credit)** - Actual costs are used to charge against the Irrevocable Letter of Credit, thus, no refunds are issued, there are only reductions in the Contribution and subsequent charge against the Irrevocable Letter of Credit.

**Option 2 (Non-Refundable Contribution)** - The Contribution paid under Option 2 is non-refundable.

**E. Taxes** - The Customer will be responsible for payment of the Tax Liability Charge to the Company, which represents the recovery of any tax liabilities that result from collection of the Customer's Contribution.

**F. Method of Payment** - At the time that an Application is made, the Line Extension Customer may elect one of the Contribution options as detailed in Section C above.

**VI. Construction Moratorium**

The Company is willing to provide service installations on a year-round basis, but street opening permits may be denied by some municipalities during some periods of the year.

**VII. Line Extension Agreement**

**TERMS AND CONDITIONS - DISTRIBUTION SERVICE**

The Company may require the Customer to sign an agreement setting forth the terms of this Policy and any other terms that the Company deems are reasonably necessary in connection with the installation of the Line Extension, provided that such terms are not inconsistent with the terms expressed in this Policy. The Company, at its sole discretion, may refuse the request for a Line Extension if the appropriate permits and easements cannot be obtained or if applicable codes and standards cannot be met.

**TERMS AND CONDITIONS - DISTRIBUTION SERVICE**

**Appendix B - Line Extension Policy  
Residential Development**

**I. Applicability**

This Policy applies to Line Extensions necessary to serve residential real estate developments. The Company will install, own, operate, and maintain an electric distribution system ("System") in accordance with the several provisions of this Policy.

The Company may require the furnishing of reasonable security and assurances that the premises will be serviced on a permanent basis prior to construction of any Line Extension, and nothing contained herein shall be construed to mean that the Company will extend its lines subject to the following provisions under any and all conditions.

**II. Definitions**

When used within this Policy, the following terms shall have the meaning stated herein:

"Application" shall mean a writing in form and substance acceptable to the Company wherein the Company is requested to extend its facilities in accordance with the several provisions of this Policy.

"Developer" shall mean the agent or agents of the real estate development to be served by a Line Extension which is the subject of this Policy. Such agent or agents shall be authorized to enter into a Line Extension Agreement with the Company.

"Development" shall mean more than one lot in a residential real estate tract along privately owned Public Ways whether or not such privately owned Public Way is to remain private or become municipally or state owned at some future date.

"Line Extension" shall mean an extension of the Company's overhead or underground electric distribution facilities within its franchise territory.

"Non-Electrical Facilities" shall refer to, but not be limited to, the transformer foundations, vaults, manholes, hand-holes and duct systems installed with appropriate pull lines ready for the installation of primary and secondary cables and associated equipment.

"Overhead Line Extension" shall mean an extension of at least one wooden pole and a section of wire from the Company's existing overhead electric distribution system.

**TERMS AND CONDITIONS - DISTRIBUTION SERVICE**

**II. Definitions (continued)**

“Overhead and Underground Line Extension Agreement” shall mean an agreement in form and substance which outlines the Developer’s and the Company’s rights and responsibilities with respect to a line extension.

“Public Ways” shall mean streets, roads, and ways that are defined by metes and bounds, are recorded as such in the Registry of Deeds, and are available for use by the general public. Such ways may be owned by the state or a municipality, or they may be privately owned by a Customer or group of Customers. Similarly defined and recorded rights-of-ways located on or across private property may also be acceptable for the purpose of the Company to install, own, and maintain a Line Extension.

“Private Property” is normally referred to as the “Customer’s property”, and the Line Extension on the Customer’s property may also be referred to as the “Service” to the Customer’s home. Traveled ways, access roads, and roads that are not defined with metes and bounds, and are not recorded as such, are considered Private Property.

“Standards for Overhead Construction” shall refer to the Company’s construction standards, as amended from time to time, to reflect the Company’s requirements for construction of overhead facilities.

“Standards for Underground Construction” shall refer to the Company’s construction standards, as amended from time to time, to reflect the Company’s requirements for construction of underground residential facilities.

“Underground Line Extension” shall mean an underground extension along a Public Way from the Company’s existing electric distribution system.

**III. Construction of Facilities**

**A. Line Extensions on Public Ways**

**1. Overhead Line Extensions**

- a. Design - The Company shall design such Overhead Line Extensions on Public Ways.
- b. Installation - When the Company has been requested to install overhead facilities to serve an Overhead Line Extension for a Development, the Company will install all facilities on all Public Ways. The Company will install facilities necessary to furnish electric service at secondary voltage to each lot within the Development, including, but not limited to, Line

**TERMS AND CONDITIONS - DISTRIBUTION SERVICE**

Extensions or modifications to existing facilities of the Company which may be necessary, in the Company's sole reasonable judgment, to serve the Development.

**b. Installation (continued)**

In Developments where the Developer has elected to install overhead facilities, the Developer, at its cost, shall employ a qualified contractor, approved in advance by the Company, to install all primary and secondary wires, poles, guys, anchors, and their associated appurtenances in accordance with the Company's material and construction specifications for Overhead Construction. The Company will install facilities necessary to furnish electric service at secondary voltage to each lot within the Development, including, but not limited to, Line Extensions or modifications to existing facilities of the Company which may be necessary, in the Company's sole reasonable judgment, to serve the Development. The Developer shall grant directly to the Company a warranty that all of the Developer's materials and workmanship meet the Company specifications and shall be free from defects in materials and workmanship for a period of five (5) years from the date the System is ready to be energized.

**c. Ownership - All Overhead Line Extension on Public Ways shall become the property of the Company whether or not built with a contribution-in-aid-of-construction from the Developer.**

In Developments where the Developer has elected to install overhead facilities, and the Developer, at his cost, has elected to employ a qualified contractor, approved in advance by the Company, to install all primary and secondary wires, poles guys and anchors and their associated appurtenances, ownership of such line shall be transferred to the Company prior to being energized.

**d. Maintenance - The Company shall maintain such Overhead Line Extensions on all Public Ways where installed by the Company.**

The Company will maintain an Overhead Line Extension on a Public Way installed by the Developer only where the Developer has transferred ownership of the facilities to the Company in accordance with Section c above.

**e. Tree Trimming, Removal, and Blasting - All tree trimming, removal of existing facilities, and blasting, where required to serve the Development, in or along state and municipally owned Public Ways shall be performed by the Company, and will be considered a component of the cost of the Overhead Line Extension.**

Initial tree trimming, removal of existing facilities, and blasting, where required, in or along privately owned Public Ways shall be the responsibility of the Developer. Where the Developer has elected to install overhead facilities, and has transferred ownership and maintenance responsibilities to the Company, and the Company has accepted ownership and

**TERMS AND CONDITIONS - DISTRIBUTION SERVICE**

maintenance responsibilities for the Overhead Line Extension, trimming will be performed by the Company.

**2. Underground Line Extensions**

- a. **Design** - The Company shall design such Underground Line Extensions in Public Ways.
- b. **Installation** - The Company will install all facilities on state and municipally owned Public Ways. The Company will install facilities necessary to furnish electric service at secondary voltage to each lot within the Development, including, but not limited to, line extensions or modifications to existing facilities of the Company which may be necessary, in the Company's sole reasonable judgment, to serve the Development.

For all underground installations within new Developments, the Developer, at his cost, shall employ a qualified contractor, approved by the Company, to perform the excavation and backfilling for the cable and conduit system, and shall furnish the Non-Electrical portion of the System in accordance with Company specifications for Underground Construction. The Developer shall grant directly to the Company a warranty that all of the Developer's materials and workmanship meet the Company specifications and shall be free from defects in materials and workmanship for a period of five (5) years from the date the System is ready to be energized.

Where the Company has been requested to install underground facilities to serve an Underground Line Extension, the Company shall provide and install the primary and secondary cables and associated devices and appurtenances in facilities supplied by the Developer.

Where the Developer has elected to install underground facilities, the Developer will:

- (1) Obtain the primary and secondary cable and associated devices and appurtenances from the Company; or
- (2) Purchase the primary and secondary cable and associated devices and appurtenances in accordance with Company specifications.

The Developer will employ a qualified contractor, approved in advance by the Company, to install and terminate such primary and secondary cable in the Developer's facilities in accordance with the Company material and construction specifications contained in the Standards for Underground Construction.

- c. **Ownership** - The Company shall own such Underground Line Extensions in all state and municipally owned Public ways.

**TERMS AND CONDITIONS - DISTRIBUTION SERVICE**

The Developer shall transfer title of the installed facilities to the Company at no cost to the Company free of all encumbrances.

- d. **Maintenance - The Company shall maintain such Underground Line Extensions in all state and municipally owned Public Ways.**

The Company will maintain an Underground Line Extension within privately owned Public Ways only where the Developer has installed such facilities and transferred ownership to the Company in accordance with Section c above.

- e. **Tree Trimming, Removal, and Blasting - All tree trimming, removal of existing facilities, and blasting, where required, in or along state and municipally owned Public Ways shall be performed by the Company, and will be considered a component of the cost of the Underground Line Extension.**

**B. Line Extensions on Private Property**

**1. Overhead Line Extensions**

Where the Company has entered into an Overhead Line Extension Agreement with a Developer the following shall apply:

- a. **Design - The Company shall design such overhead Services from Company facilities to each lot in accordance with the Standards for Overhead Construction.**
- b. **Installation - The Company shall supply and install such overhead services from Company facilities to each lot in accordance with the Company's Standards for Overhead Construction. Any cost to install an underground service will be at the expense of the Developer or lot owner.**
- c. **Ownership - The Company shall own such overhead services from Company facilities to each lot. Any underground service will be constructed at the expense of the Developer or lot owner and will remain the property of the Developer or lot owner.**
- d. **Maintenance - The Company shall maintain such overhead services from Company facilities to each lot. Any cost to maintain an underground service will be at the expense of the Developer or lot owner including repairs and replacement costs.**
- e. **Tree Trimming, Removal, and Blasting - All tree trimming, removal of existing facilities, and**



**TERMS AND CONDITIONS - DISTRIBUTION SERVICE**

blasting, where required, on the Customer's property shall be the responsibility of the Customer. The Company will perform incidental tree trimming in order to maintain service to the Customer, once the Service pole line has been installed on the Customer's Property.

**2. Underground Line Extensions**

Where the Company has entered into an Underground Line Extension Agreement with a Developer, the following shall apply:

- a. **Design - On Private Property, the Developer or lot owner shall design such underground Services.**
- b. **Installation - On Private Property, the Developer or lot owner shall install such underground services. The Developer or lot owner shall ensure that all such installations meet all applicable state and municipal codes, and shall receive all required approvals prior to the line being energized by the Company.**
- c. **Ownership - The Developer will sell lots subject to deed restrictions requiring that any electric service taken from the underground distribution system of the Company will be through a Customer-owned underground service.**
- d. **Maintenance - The Customer shall maintain all equipment on Private Property at the Customer's expense.**
- e. **Tree Trimming, Removal, and Blasting - All tree trimming, removal of existing facilities, and blasting, where required, on the Customer's property shall be the responsibility of the Customer.**

**IV. Developer Responsibilities**

The Developer shall be responsible for the following:

- A. **Easements - The Developer will obtain and furnish, without charge to the Company, clear title to all easements in form and substance satisfactory to the Company for locating and maintaining the System along Public Ways or on Private Property. Such easements may include provisions for other utility and communication services and will permit connection to other facilities of the Company. In the event any lots are sold prior to the granting or proper receipt of easements by the Company, no work will be done by the Company until the Developer obtains such easements for and at no cost to the Company. The Company will**

**TERMS AND CONDITIONS - DISTRIBUTION SERVICE**

**prepare the easement form for the Developer.**

- B. Plans - The Developer shall furnish the Company with a plan of the proposed Development ("Development Plan"). Such Development Plan shall be furnished at no cost to the Company, shall have been properly approved by the municipality and shall have been properly recorded and/or registered at the appropriate Registry of Deeds prior to the start of any construction by the Company. Such Development plan shall show all development boundaries, lots, and lot boundaries as well as the traveled ways and the location and boundaries of any structure, facility or improvement (whether existing or planned) within said Development and the locations of all areas and structures which are to be furnished with individual electric service by the Company.**
- C. Other Documents - The Developer shall provide documentation of all waivers to existing municipal by-laws.**
- D. Code Compliance - The Developer shall design and construct such installations to meet or exceed all applicable state and municipal codes, and ensure that the Line Extension has received all required approvals prior to the line being energized by the Company.**

**Electric wires and cables and other utility and communications facilities may be installed in the same trench line or in common duct banks, if appropriate, under conditions mutually acceptable to the utilities involved and in conformance with any applicable codes, utility specifications and/or municipal laws and regulations.**

- E. Information and Requirements for Electric Service Booklet - In addition to the provisions set forth within this Policy, service to the Customer is subject to the requirements set forth within the Company's printed Information and Requirements for Electric Service.**
- F. Environmental Issues - The Developer shall have taken any and all requisite action and obtained any and all requisite permits and approvals (including, without limitation, thereto, subdivision approval and any environmental permits) from all local, state and federal authorities asserting jurisdiction over the project.**
- G. Other - Outdoor lighting may be installed after consultation and acceptance by local authorities in accordance with the Company's applicable Outdoor Lighting Schedules or Contracts, provided the Developer will provide the trenching, backfilling, duct, and any other**

**TERMS AND CONDITIONS - DISTRIBUTION SERVICE**

**Non-Electric Facilities where required by the Company.**

- H. Coordination Between the Parties - In order to insure an economical and expeditious installation of underground electric distributions facilities, the Developer shall arrange a meeting or meetings of their trenching and electrical contractors, the Company construction coordinator, field constructions supervisors of other utilities, and representatives of any municipal departments having jurisdiction over or otherwise concerned with construction in the Development. The meeting shall be held prior to the start of construction. The Company shall make all connections between its facilities and the facilities of others. The Company shall make the final decision as to the electric requirements of an electric distributions system in any Development. The Developer and the Company shall enter into an agreement embodying the substance of the foregoing plan before it is binding on the parties, such agreement to contain any minor changes as may be necessitated by the nature, terrain, and location of the Development.**
- V. Payment Required**
- A. Revenue - For the purposes of this Policy, the term "Revenue" shall mean revenue received by the Company from the Line Extension Customer taking permanent service directly from the Line Extension pursuant to the terms of the Company's generally available rate schedules for retail delivery service, excluding revenue attributable to the Company's Transition Charges, Transmission Charges, Supplier Services Charges, Demand-Side Management Charge, and Renewables Charge, as well as revenues received under the Outdoor Lighting rate schedules, each as may be in effect from time to time.**
- B. Estimated Cost of Construction - The Cost of Construction shall mean the estimated cost of facilities provided by the Company to furnish electric service at secondary voltage to each lot within the Development, including, but not limited to, the cost of any Line Extensions or modifications to existing facilities of the Company which may be necessary, in the Company's sole reasonable judgment, to serve the Development determined by application of the Company's current cost schedule of new construction installation costs. Constructed facilities jointly owned with other utilities will be adjusted accordingly.**
- C. Charge Formula - The total Developer contribution shall be determined as follows:**

**TERMS AND CONDITIONS - DISTRIBUTION SERVICE**

**1. For all Overhead Developments:**

**the Cost of Construction for the System provided by the Company in accordance with the applicable section of this Policy; plus**

**the Tax Liability Charge applicable to the Company's costs (see Section IV. E. below); plus**

**1. For all Overhead Developments: (continued)**

**where the Developer elects to install overhead facilities in the Development:**

**The Tax Liability Charge applicable to the Developer's cost of the primary and secondary wire, poles, guys, and anchors and their associated devices and appurtenances, which are to be owned and maintained by the Company, in accordance with this Policy.**

**2. For all Underground Developments:**

**the Cost of Construction for the System provided by the Company in accordance with the applicable section of this Policy; plus**

**the Tax Liability Charge applicable to the Company's costs; plus**

**Where the Developer elects to install underground facilities:**

**The Tax Liability Charge applicable to the Developer's cost to install the Company supplied primary and secondary cable; plus the Tax Liability Charge on the estimated costs or value of all facilities installed by the Developer which is to be owned and maintained by the Company, in accordance with this Policy.**

**or,**

**The Tax Liability Charge applicable to the Developer's cost to install the Developer-supplied primary and secondary cable; plus the Tax Liability Charge on the estimated costs or value of all facilities installed by the Developer which are to be owned and maintained by the Company, in accordance with this Policy.**

**D. Refund**

**TERMS AND CONDITIONS - DISTRIBUTION SERVICE**

A portion of the amounts paid by the Developer to the Company as a contribution-in-aid-of-construction may be refunded by the Company to the Developer as hereinafter set forth. However, in no event shall the aggregate amount of any such refund to the Developer exceed the amount of the contribution-in-aid-of-construction for the specific System. In addition, the Company shall not pay interest on any contribution-in-aid-of-construction, whether or not subsequently refunded to the Developer.

**D. Refund (continued)**

Subject to the foregoing, contributions-in-aid-of-construction may be refunded to the Developer based upon a one-time review of Revenues received during the 12-month period commencing two years after the date the Company has completed its work and determined that the System is ready to be energized.

An amount equal to two (2) times the Revenues (subject to the conditions of the first paragraph of this section) received by the Company during the aforementioned 12-month period will be refunded to the Developer.

No additional or subsequent refunds will be made at any time.

The Company reserves the right to withhold any refunds that would otherwise be due to the Developer under this Policy until any outstanding balances that are due the Company for any reason are paid in full.

- E. Taxes -** The Customer will be responsible for payment of the Tax Liability Charge to the Company, which represents the recovery of any tax liabilities that result from collection of the Customer's contribution-in-aid-of-construction.
- F. Method of Payment -** The Total Contribution shall be paid to the Company in good funds, in full and in advance of construction work to be performed by the Company.

**VI. Construction Moratorium**

The Company is willing to provide service installations on a year-round basis, but street opening permits may be denied by some municipalities during some periods of the year.

**VII. Line Extension Agreement**

The Company may require the Developer to sign an agreement setting forth the terms of this Policy

**TERMS AND CONDITIONS - DISTRIBUTION SERVICE**

and any other terms that the Company deems are reasonably necessary in connection with the installation of the Line Extension, provided that such terms are not inconsistent with the terms expressed in this Policy. The Company, at its sole discretion, may refuse the request for a Line Extension if the appropriate permits and easements cannot be obtained or if applicable codes and standards cannot be met.

**TERMS AND CONDITIONS - DISTRIBUTION SERVICE**

**Appendix B - Line Extension Policy  
Commercial - Industrial**

**I. Applicability**

This Policy applies to single-phase or three-phase Line Extensions necessary to serve all Commercial and Industrial Customers (herein referred to as the "Customer"), including Commercial and Industrial developments. The Company will install, own, operate, and maintain an electric distribution system ("System") in accordance with the several provisions of this Policy.

The Company may require the furnishing of reasonable security and assurances that the premises will be serviced on a permanent basis prior to construction of any Line Extension, and nothing contained herein shall be construed to mean that the Company will extend its lines subject to the following provisions under any and all conditions.

**II. Definitions**

When used within this Policy, the following terms shall have the meaning stated herein:

"Application" shall mean a writing in form and substance acceptable to the Company wherein the Company is requested to extend its facilities in accordance with the several provisions of this Policy.

"Individual Customer" shall refer to an individual commercial or industrial Customer served by a Line Extension.

"Developer" shall mean the agent or agents of the non-residential real estate development to be served by a Line Extension which is the subject of this Policy. Such agent or agents shall be authorized to enter into a Line Extension Agreement with the Company.

"Development" shall mean a non-residential real estate development such as privately owned parcels of land, shopping complexes, condominiums, apartment buildings, schools, churches, mobile home parks, townhouses, public buildings and other commercial or industrial developments.

"Line Extension" shall mean an extension of the Company's overhead or underground electric distribution facilities within its franchise territory.

"Non-Electrical Facilities" shall refer to but not be limited to the transformer foundations, vaults, manholes, hand-holes and duct systems installed with appropriate pull lines ready for the installation of primary and secondary cables and associated equipment.

**TERMS AND CONDITIONS - DISTRIBUTION SERVICE**

**II. Definitions (continued)**

**“Overhead Line Extension” shall mean an extension of at least one wooden pole and a section of wire from the Company’s existing overhead System.**

**“Overhead and Underground Line Extension Agreement” shall mean an agreement in form and substance which outlines the Company’s and the Individual Customer’s or Developer’s rights and responsibilities.**

**“Private Property” is normally referred to as the “Customer’s Property” and shall include Developments as described herein. For Line Extensions to Individual Customers, the Line Extension on the Customer’s property may also be referred to as the “service” to the Individual Customer’s facility. When referring to Developments, Private Property shall mean a parcel or tract of land owned by an individual or group of Customers. Additionally, traveled ways, access roads, and roads that are not defined by metes and bounds or recorded as such in the Registry of Deeds are considered Private Property.**

**“Private Property Underground Line Extension” (i) when referring to Individual Customers within this Policy shall mean all primary supply facilities and associated equipment installed on the Customer’s Property that are necessary to provide electric service to the Individual Customers, or (ii) when referring to a Development, shall mean an extension to the Company’s primary supply facilities and associated equipment along privately owned parcels of land as defined by Developments within this Policy.**

**“Primary Supply Facilities” shall refer to all facilities installed on Private Property, whether owned by the Company or the Individual Customer, designed to allow the Individual Customer to receive service at the nominal primary distribution voltage available from the Company at the Individual Customer’s location.**

**“Public Ways” shall mean streets, roads, and ways that are recorded in the Registry of Deeds, defined by metes and bounds, and are available for use by the general public. Such ways may be owned by the state or a municipality, or they may be privately owned by Customer(s). Similarly defined and recorded rights-of-ways located on or across Private Property may also be acceptable for the purpose of the Company to install, own, and maintain a Line Extension.**

**“Standards for Overhead Construction” shall refer to the Company’s construction standards, as amended from time to time, to reflect the Company’s requirements for construction of overhead facilities.**

**“Standards for Underground Construction” shall refer to the Company’s construction standards, as amended from time to time, to reflect the Company’s requirements for construction of**



**TERMS AND CONDITIONS - DISTRIBUTION SERVICE**

underground facilities.

**II. Definitions (continued)**

“Underground Line Extension” shall mean an underground extension along a Public Way from the Company’s existing electric distribution system.

**III. Construction of Facilities**

**A. Line Extensions on Public Ways**

**1. Overhead Line Extensions**

- a. Design - The Company shall design such Overhead Line Extensions on Public Ways.
- b. Installation - When the Company has been requested to install overhead facilities to serve an Overhead Line Extension for an Individual Customer or a Development, the Company will install all facilities within Public Ways. The Company will install facilities necessary to furnish electric service to the Individual Customer or each lot within the Development, including, but not limited to, Line Extensions or modifications to existing facilities of the Company which may be necessary, in the Company’s sole reasonable judgment, to serve the Individual Customer or Development.
- c. Ownership - All Overhead Line Extensions on Public Ways shall become the property of the Company whether or not built with a contribution-in-aid-of-construction from an Individual Customer or Developer .
- d. Maintenance - The Company shall maintain such Overhead Line Extensions on all Public Ways.
- e. Tree Trimming, Removal, and Blasting - All tree trimming, removal of existing facilities, and blasting, in or along state and municipally owned Public Ways, where required to serve an Individual Customer or Development, shall be performed by the Company, and will be considered a component of the cost of the Overhead Line Extension.

**2. Underground Line Extensions**

- a. Design - The Company shall design such Underground Line Extensions within Public Ways.
- b. Installation - The Company will install all facilities within state and municipally owned Public Ways.

**TERMS AND CONDITIONS - DISTRIBUTION SERVICE**

- c. **Ownership - The Company shall own such Underground Line Extensions within the state and municipally owned Public Ways.**
- 2. **Underground Line Extensions (continued)**
- d. **Maintenance - The Company shall maintain such Underground Line Extensions within state and municipally owned Public Ways.**
- e. **Tree Trimming, Removal, and Blasting - All tree trimming, removal of existing facilities, and blasting, in or along state and municipally owned Public Ways, where required to serve an Individual Customer or Development, shall be performed by the Company, and will be considered a component of the cost of the Overhead Line Extension.**

**B. Line Extensions on Private Property**

**1. Overhead Line Extensions**

**Where the Company is requested to extend Overhead facilities on Private Property to serve an Individual Customer or a Development, the following shall apply:**

- a. **Design - The Company shall design such Overhead Line Extension from Company facilities to serve an Individual Customer or to serve each lot within the Development.**
- b. **Installation - The Company may install such Overhead Line Extension from Company facilities to serve the individual Customer or, within the Development, to serve each lot in accordance with the Company's Standards for Overhead Construction. The Company will install facilities necessary to furnish electric service to serve the Individual Customer or each lot within the Development, including, but not limited to, Line Extensions or modifications to existing facilities of the Company which may be necessary, in the Company's sole reasonable judgment, to serve the Individual Customer or the Development.**

**Where the Individual Customer or Developer has elected to install overhead facilities, the Individual Customer or Developer, at its cost, shall employ a qualified contractor, approved in advance by the Company, to install all primary and secondary wires, poles, guys and anchors and their associated appurtenances in accordance with the Company's material and construction specifications for Overhead Construction.**

- c. **Ownership - Where the Company has installed such Line Extension, the Company shall own such overhead services from Company facilities to serve the Individual Customer or each lot within the Development in accordance with the Company's Standards for Overhead**

**TERMS AND CONDITIONS - DISTRIBUTION SERVICE**

**Construction.**

**c. Ownership (continued)**

Where the Individual Customer or Developer has elected to install overhead facilities, and the Individual Customer or Developer, at its cost, has elected to install all primary wires, poles, guys and anchors and their associated appurtenances, ownership of such line may be transferred to the Company prior to being energized. Where such line is transferred to the Company, the Developer shall grant directly to the Company a warranty that all of the Developer materials and workmanship meet the Company specifications and shall be free from defects in materials and workmanship for a period of five (5) years from the date the System is ready to be energized.

- d. **Maintenance** - The Company shall maintain such overhead services from Company facilities to serve the Individual Customer or to each lot where (i) the Company has installed such overhead services or (ii) the Individual Customer or Developer has installed such overhead service and transferred such service to the Company in accordance with the requirements of Section c above.

- e. **Tree Trimming, Removal, and Blasting** - All tree trimming, removal of existing facilities, and blasting, where required, on the Individual Customer's property or in the Development, shall be the responsibility of the Customer or Developer.

**2. Underground Line Extensions**

Where the Company is requested to extend its underground facilities to serve an Individual Customer, or has entered into an Underground Line Extension Agreement with a Developer, the following shall apply:

- a. **Design** - The Company shall design all such Underground Line Extensions from Company facilities to serve an Individual Customer or to serve each lot within the Development whether installed by the Company or by the Individual Customer or Developer.
- b. **Installation** - For all underground installations on Private Property or within new Developments, the Individual Customer or Developer, at its cost, shall employ a qualified contractor to install the Non-Electrical Facilities portion of the system and to perform the necessary excavation and backfilling in accordance with Company's Standards for Underground Construction. The Company will install facilities necessary to furnish electric

**TERMS AND CONDITIONS - DISTRIBUTION SERVICE**

service to serve the Individual Customer or the Development, including, but not limited to, Line Extensions or modifications to existing facilities of the Company which may be necessary, in the Company's sole reasonable judgment, to serve the Individual Customer or Development.

**b. Installation (continued)**

Where the Company has been requested to install underground facilities to serve an Individual Customer or to serve a Development, the Company shall provide and install the primary cables and associated devices and appurtenances in the Non-Electric Facilities supplied by the Individual Customer or Developer.

Where the Individual Customer or Developer has elected to install underground facilities, the Individual Customer or Developer will:

- (1) Obtain the primary cable and associated devices and appurtenances from the Company; or
- (2) Purchase the primary cable and associated devices and appurtenances, in accordance with Company specifications.

The Individual Customer or Developer will employ a qualified contractor, approved in advance by the Company, to install and terminate such primary cable in the Individual Customer or Developer's facilities in accordance with the Company material and construction specifications contained in the Standards for Underground Construction.

Where the Individual Customer receives service at primary voltage, the Company will install all Company-owned facilities on Private Property. The Individual Customer will have responsibility for the installation of all Customer-owned facilities.

- c. Ownership - On Private Property, the Individual Customer or Developer shall own all such Non-Electrical Facilities. The Company shall own such underground facilities where (i) the Company has installed the facilities or (ii) the Individual Customer or Developer has installed the facilities in accordance with Section b above and has transferred title of the installed facilities to the Company at no cost to the Company free of all encumbrances.**

Where the Individual Customer receives service at Primary Voltage, the Company may own certain facilities or portions of facilities necessary to terminate, control and meter its primary distribution system circuits feeding the Individual Customer.

- d. Maintenance - The Company will maintain Underground Facilities where (i) the Company**

**TERMS AND CONDITIONS - DISTRIBUTION SERVICE**

has installed such facilities, or (ii) the Customer or Developer has installed such facilities as designed by the Company and has constructed such facilities in accordance with the Company's Standards for Underground Construction, and the Individual Customer or Developer has transferred ownership of the facilities to the Company in accordance with Section c above.

d. **Maintenance** (continued)

Where the Individual Customer or Developer has not transferred ownership of the underground facilities to the Company, the Individual Customer or Developer shall be responsible for maintaining such facilities. The Individual Customer or Developer shall maintain all secondary facilities on private property at the Customer's expense.

The Company shall maintain all Company-owned equipment.

e. **Tree Trimming, Removal, and Blasting** - All tree trimming, removal of existing facilities, and blasting, where required, on the Individual Customer's property or in the Development shall be performed by the Individual Customer or the Developer.

IV. **Individual Customer or Developer Responsibilities**

The Individual Customer or Developer shall be responsible for the following:

- A. **Easements** - The Individual Customer or Developer will obtain and furnish, without charge to the Company, clear title to all easements in form and substance satisfactory to the Company for locating and maintaining the System on private property, including but not limited to the right to trim trees as the Company may deem necessary. The initial trim is to be performed by the Individual Customer or Developer. Such easements may include provisions for other utility and communication services and will permit connection to other facilities of the Company. In the event any lots are sold prior to the granting or proper receiving of easements to the Company, no work will be done by the Company until the Individual Customer or Developer obtains such easements for and at no cost to the Company. The Company will prepare the easement form for the Individual Customer or Developer.
- B. **Plans** - The Individual Customer shall provide the Company with a complete set of plans clearly showing all recorded rights of way, defined by metes and bounds and recorded as such in the Registry of Deeds, as the Company may deem necessary.

The Developer shall furnish the Company with a plan of the proposed Development

**TERMS AND CONDITIONS - DISTRIBUTION SERVICE**

(“Development Plan”). Such Development Plan shall be furnished at no cost to the Company, shall have been properly approved by the municipality and shall have been properly recorded and/or registered at the appropriate Registry of Deeds prior to the start of any construction by the Company. Such Development Plan shall show all development boundaries, lots and lot boundaries as well as the traveled ways and the location and boundaries of any structure, facility or improvement (whether existing or planned) within said Development and the locations of all areas and structures which are to be individually furnished electric service by the Company.

**IV. Individual Customer or Developer Responsibilities (continued)**

- C. **Code Compliance** - The Developer or Individual Customer shall design and construct such installations to meet or exceed all applicable state and municipal codes, and ensure that the Line Extension has received all required approvals prior to the line being energized by the Company.

Electric wires and cables and other utility and communications facilities may be installed in the same trench line or in common duct banks, if appropriate, under conditions mutually acceptable to the utilities involved and in conformance with any applicable codes, utility specifications and/or municipal laws and regulations.

- D. **Information and Requirements for Electric Service Booklet** - In addition to the provisions set forth within this Policy, service to the Individual Customer or Developer is subject to the requirements set forth within the Company’s printed Information and Requirements for Electric Service.
- E. **Environmental Issues** - The Individual Customer or Developer shall have taken any and all requisite action and obtained any and all requisite permits and approvals (including, without limitation, thereto, subdivision approval and any environmental permits) from all local, state and federal authorities asserting jurisdiction over the project.

**V. Payment Required**

- A. **Revenue** - For the purposes of this Policy, the term “Revenue” shall mean revenue received by the Company from the Line Extension Customer taking permanent service directly from the Line Extension pursuant to the terms of the Company’s generally available rate schedules for retail delivery service, excluding revenue attributable to the Company’s Transition Charges, Transmission Charges, Supplier Services Charges, Demand-Side Management Charge, and Renewables Charge, as well as revenues received under the Outdoor Lighting rate schedules, each as may be in effect from time to time.
- B. **Estimated Cost of Construction** - The Cost of Construction shall mean the estimated cost of facilities provided by the Company to furnish electric service to the Individual Customer or

**TERMS AND CONDITIONS - DISTRIBUTION SERVICE**

each lot within the Development. This includes but is not limited to, the cost of any Line Extensions or modifications to existing facilities of the Company which may be necessary, in the Company's sole reasonable judgment, to serve the Development. The cost will be determined by applying the Company's current cost schedule of new construction installation costs. Constructed facilities jointly owned with other utilities will be adjusted accordingly.

- C. **Charge Formula** - The Individual Customer or Developer will pay to the Company a non-refundable Contribution equal to the sum of (1) the Company's Cost of Construction less two times the estimated annual Revenue and (2) the Tax Liability Charge.

V. **Payment Required** (continued)

- D. **Refund** - The Contribution paid under this Policy is non-refundable.

- E. **Taxes** - The Company may be subject to tax liabilities on any contributions-in-aid-of-construction or material and labor supplied by the Individual Customer or Developer. This Tax Liability Charge, if any, shall be paid in full by the Customer prior to the start of any construction.

- F. **Method of Payment** - The Total Contribution, shall be paid to the Company in good funds, in full and in advance of construction work to be performed by the Company.

VI. **Construction Moratorium**

- A. The Company is willing to provide service installations on a year-round basis, but street opening permits may be denied by some municipalities during some periods of the year.

VII. **Line Extension Agreement**

The Company may require the Individual Customer or Developer to sign an agreement setting forth the terms of this Policy and any other terms that the Company deems are reasonably necessary in connection with the installation of the Line Extension, provided that such terms are not inconsistent with the terms expressed in this Policy. The Company, at its sole discretion, may refuse the request for a Line Extension if the appropriate permits and easements cannot be obtained or if applicable codes and standards cannot be met.

**TERMS AND CONDITIONS - DISTRIBUTION SERVICE**